

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR  
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **REQUEST FOR PROPOSALS SPECIFICATION NO. 03-034**

Public Building Commission intends to enter into a contract and invites you to submit a sealed proposal for:

### **PROVIDING VENDING SERVICES FOR VARIOUS BUILDINGS WITHIN THE CITY OF LINCOLN AND LANCASTER COUNTY**

#### **MEETING OR EXCEEDING PUBLIC BUILDING COMMISSION'S SPECIFICATIONS**

A pre-proposal conference will be held at the Police conference room, first floor, 575 South 10<sup>th</sup> Street, at 10:00 A.M., Thursday January 16, 2003.

Sealed Proposals will be received by Public Building Commission, Nebraska on or before 12:00 noon Wednesday, **January 29, 2003** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8<sup>th</sup> Street, Lincoln, Nebraska 68508. Only the names of responding proposers will be publicly read in the conference room located on the First Floor of the "K" Street Complex.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of response. Mailing should be made in sufficient time for response to arrive in the Purchasing Division, prior to the time and date specified above. **Late proposals will not be considered.**

# SEALED RFP

## SPECIFICATION NO. 03-034

BID OPENING TIME: 12:00 NOON  
DATE: Wednesday, January 29, 2003

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

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### PROPOSED PRICE SCHEDULE

1. List in the space provided the single, firm fixed percentage of the GROSS REVENUES you are offering to pay to Public Building Commission as a **commission %**.

MONTHLY PERCENTAGE OFFERED: \_\_\_\_\_%

2. List in the space provided the **guaranteed annual minimum commission (GAMC)** amount which you agree to pay to the Public Building Commission annually.

ENTER AMOUNT OF "GAMC" OFFERED: \$\_\_\_\_\_/YR.

NOTE: Offering a range of percentages / dollar amounts instead of a single firm, fixed percentage / dollar amount for the above (1. & 2.) will result in your offer being REJECTED.

### CONTRACT PERIOD & OPTION TO EXTEND

3. The Commission intends to enter into a contract agreement with the Successful Proposer for a one year period with the option to renew for two additional one year periods. The monthly commission percentage and minimum annual dollar amount provided shall be paid as agreed during the contract period and includes all costs of labor, materials, equipment, and supplies as requested herein. All pricing and percentages must remain firm for the full three (3) year period (36 consecutive months) from the ratification of the contract document.

Do you understand and concur? \_\_\_\_\_ YES \_\_\_\_\_ NO

4. The Commission is also interested in an option to renew for one (1) additional three (3) year period (offer to renew will be mutually determined at the conclusion of the initial contract term). All terms and conditions of the renewal period will be identical to the original contract period, unless mutually agreed upon via the standard contract addendum process.

Will you consider the renewal offer, as described herein,  
if extended by the Commission? \_\_\_\_\_ YES \_\_\_\_\_ NO

5. Enclose the following information with your bid response:

- 5.1 A list of all snack and beverage items offered along with the vend price.  
5.2 A list of the number and type of machine along with the utility requirements.  
5.3 Fill out the attached reference listing.

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**NOTE: RETURN 6 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 03-034**

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The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Public Building Commission, and to enter into a contract if this offer is accepted.

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COMPANY NAME

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BY (Signature)

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STREET ADDRESS or P.O. BOX

---

(Print Name)

---

CITY, STATE ZIP CODE

---

(Title)

---

TELEPHONE NO. FAX No.

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(Date)

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E-MAIL ADDRESS

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EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER

# REFERENCES

## VENDING SERVICES FOR PUBLIC BUILDING COMMISSION

YOUR FIRM NAME: \_\_\_\_\_

1. Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Service agreement began: \_\_\_\_\_ Expires (if appropriate): \_\_\_\_\_  
Number of vending machines installed: \_\_\_\_\_ Type: \_\_\_\_\_  
\_\_\_\_\_ Type: \_\_\_\_\_  
\_\_\_\_\_ Type: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Service agreement began: \_\_\_\_\_ Expires (if appropriate): \_\_\_\_\_  
Number of vending machines installed: \_\_\_\_\_ Type: \_\_\_\_\_  
\_\_\_\_\_ Type: \_\_\_\_\_  
\_\_\_\_\_ Type: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Service agreement began: \_\_\_\_\_ Expires (if appropriate): \_\_\_\_\_  
Number of vending machines installed: \_\_\_\_\_ Type: \_\_\_\_\_  
\_\_\_\_\_ Type: \_\_\_\_\_  
\_\_\_\_\_ Type: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

# INSTRUCTIONS TO PROPOSERS

PUBLIC BUILDING COMMISSION, NEBRASKA  
PURCHASING DIVISION

## **1. PROPOSAL PROCEDURE**

- 1.1 Proposer shall submit six (6) complete sets of the RFP documents and all supporting material. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 *Proposed prices shall be submitted on the Proposal Form included in a separate sealed envelope with the RFP number and/or description clearly marked on the outside of the envelope.*
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

## **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

## **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the Commission harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

## **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.

- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

## **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

## **6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the Commission; proposers shall not rely upon oral interpretations.

## **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the Commission prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the Commission to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Commission of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.3 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the Commission has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.4 A committee will be assigned the task of reviewing the proposals received.
1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  2. The committee may also require a site visit or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.5 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the Commission, and deemed will best serve their requirements.
- 8.6 The Commission reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Commission.

## **9. TERMINATION/ASSIGNMENT**

- 9.1 The Commission may terminate the Contract if the Contractor:
1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete needs assessment as requested.
  2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
  3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 9.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a one hundred twenty (120) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the Commission shall pay Contractor in accordance with this section.

2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.

In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the Commission may cancel this contract or affirm the contract and hold the Contractor responsible for damages.

- 9.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the Commission Board of Commissioners.

## **10. INDEMNIFICATION**

- 10.1. The proposer shall indemnify and hold harmless the Commission, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 10.2 In any and all claims against the Commission or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **11. TERMS OF PAYMENT**

- 11.1 Unless other specification provisions state otherwise, payment in full will be made by the Commission within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **12. LAWS**

- 12.1. The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# SPECIFICATIONS

## VENDING SERVICES FOR PUBLIC BUILDING COMMISSION

1. **SCOPE OF THE PROJECT:** Public Building Commission (hereinafter referred to as the Commission) is interested in contracting with a Vending Services Firm (hereinafter referred to as Contractor or Proposer/Provider) to install and manage vending machines at various locations and facilities listed below:

Public Building Commission  
Mr. Don Killeen  
920 "O" Street  
Lincoln, NE 68508

- 1.1 *Prices shall be contained to a reasonable amount at or below suggested retail, (i.e., soda pop vend price should not exceed one dollar \$1.00) and a wide variety of foods and beverages to be provided to the public, and employees using the machines.*
  - 1.2 Vending machines at the 10th Street facility will be accessible 24 hours per day, 7 days per week for use by employees, public attending court hearings, and visitors to the Police or Sheriff's offices.
2. **PRE-PROPOSAL CONFERENCE:** Interested proposers are encouraged to attend a pre-proposal conference to be held at the Police Conference room located on the first floor of the Justice and Law enforcement building, 575 South 10<sup>th</sup> Street, Lincoln, NE 68508 on Tuesday, January 16<sup>th</sup>, 2003 at 10:00 A.M.
  - 2.1 The purpose of this conference is to answer and review price structure and product variety offered.
  - 2.2 The vending at our facilities may be viewed at any time by interested proposers (it is located in the lobby area accessible to staff and the public).
  - 2.3 Proposers are strongly encouraged to tour vending areas for all facilities and take note of the specific current vending selection.
  - 2.4 The contractor will not be allowed any extra compensation by reason of any matter or thing concerning which he/she might fully have informed themselves of prior to offering their proposal.
  - 2.5 Questions regarding this request should be addressed to:  
Vince M. Mejer, Purchasing Agent  
Purchasing  
440 south 8<sup>th</sup> St., Suite 200  
Lincoln, NE 68508  
Phone: (402) 441-8309 FAX: (402) 441-6513
  - 2.6 It is the intent of the Commission to have this contract in place as soon as possible, but no later than the end of February, 2003.
3. **GENERAL INFORMATION:** The program shall include providing, installing, and maintaining the vending system at the locations specified and possible other locations as may be added in the future.

- 3.1 A list of the contents of each machine (including brand names), proposed prices for item sold, and package volume or weight, shall be provided with your offer.
  - 3.1.1 Other products, depending on sales volume, may be substituted during the contract term for items offered in your response; however, prices shall remain the same as kindred items offered in your response.
  - 3.1.2 If no similar products are noted in the RFP response, but are added to the machine later, the prices shall be mutually agreed upon by the contractor and Commission.
  - 3.1.3 Contractor shall consider input from the staff at both facilities when adding or deleting items from the machines.
- 3.2 The Commission will furnish at its own expense all electricity and water lines used for the operation of the vending machines.
  - 3.2.1 Contractor's equipment must be suitable to operate with the existing physical plant layout, utility and outlet locations, etc.
  - 3.2.2 The Commission will not be responsible for making any improvements or modifications to the existing areas in order to accommodate the proposer's equipment.
  - 3.2.3 In offering utility hookups and space the Commission is not assuming liability for the contractor's equipment and/or its contents.
    - 3.2.3.1 The Successful Proposer is an independent contractor and not an employee of the Commission.
    - 3.2.3.2 The Contractor shall be responsible for providing Worker's Compensation Insurance for any employees of the their firm who perform work under this agreement.

4. **SPECIFIC INFORMATION:** The Building Commission does not have any accurate records of the gross revenue, however from the records we do have it is estimated to be \$3,000.00.

- 4.1 Vending machines located at the Justice and Law Enforcement building, 3<sup>rd</sup> floor, 575 South 10<sup>th</sup> Street are as follows:
  - 1 ea. soda pop machine, including: 20 oz. Plastic bottle Coke & Pepsi products, 2 types of milk, and 3 selections of juice
  - 1 ea. coffee machine, including: coffee, tea, cappuccino, hot chocolate, espresso, and chicken soup
  - 1 ea. snack machine, including: chips, crackers, cookies, microwave popcorn, candybars, peanuts, breakfast sweets, and gum
- 4.2 Vending machines located at the Police/Sheriff's location 575 South 10<sup>th</sup> Street are as follows:
  - 1 ea. soda pop machine, including: 20 oz. Plastic bottle Coke & Pepsi products, juices, and milk
  - 2 ea. sandwich machine, including: meat sandwiches, burritos, pizza, pocket sandwiches, breakfast biscuits & burritos, hamburgers, soups and stews, etc.



- 1 ea. snack machines, including: chips, cookies, crackers, microwave popcorn, candybars, peanuts, breakfast sweets, gum, and mints
- 1 ea. coffee machines, including: coffee, tea, cappuccino, hot chocolate, espresso, and chicken soup
- 1 ea. Sports drink machine, including: a variety of brands, located in or near the exercise room lower level.
- 4.2.1 The existing equipment located in the above areas are for sale by the present contractor..
- 4.2.2 Any expansion of vending at this facility is limited to one centralized area (there may be space to add one additional sandwich machine).
- 4.2.3 The Contractor must provide a bill changer capable of changing \$1, \$5, \$10, and \$20 bills.
- 4.3 Vending machines located at the County/City Building, lower level, 555 South 10<sup>th</sup> Street are as follows:
  - 1 ea. soda pop machine, including: 20 oz. Plastic bottle Coke & Pepsi products, 2 types of milk, and 3 selections of juice
  - 1 ea. coffee machine, including: coffee, tea, cappuccino, hot chocolate, espresso, and chicken soup
  - 1 ea. snack machine, including: chips, crackers, cookies, microwave popcorn, candy bars, peanuts, breakfast sweets, and gum
- 4.4 Vending machines located at the Police Sub-station at 27<sup>th</sup> and Holdrege are as follows:
  - 1 ea. soda pop machine, including: 20 oz. Plastic bottle Coke & Pepsi products, 2 types of milk, and 3 selections of juice
  - 1 ea. coffee machine, including: coffee, tea, cappuccino, hot chocolate, espresso, and chicken soup
  - 1 ea. snack machine, including: chips, crackers, cookies, microwave popcorn, candybars, peanuts, breakfast sweets, and gum
- 4.5 Vending machines located at the Police Garage at 635 J Street are as follows:
  - 1 ea. soda pop machine, including: 20 oz. Plastic bottle Coke & Pepsi products, 2 types of milk, and 3 selections of juice
  - 1 ea. snack machine, including: chips, crackers, cookies, microwave popcorn, candybars, peanuts, breakfast sweets, and gum
- 4.6 Vending machines located at the Police Firing Range at 6000 NW 39<sup>th</sup> Street are as follows:
  - 1 ea. soda pop machine, including: 20 oz. Plastic bottle Coke & Pepsi products, 2 types of milk, and 3 selections of juice
- 4.7 Other similar type buildings may be added to this contract at a later date.

**5. SERVICE REQUIREMENTS:** The Contractor shall furnish all materials, supplies, and labor required in the operation of the agreement at their own expense.

- 5.1 Servicing of machines and related equipment repair service shall be of the same quality offered to the retail segment of your trade.
  - 5.1.1 Successful proposer shall have an emergency number for contacting during hours other than 8-5, Monday thru Friday.

- 5.1.2 Several of the areas are a 24 hour operations, thus if there is an emergency after hours, weekends and holidays there must be a contact person to address said emergency.
- 5.2 Machines damaged by vandalism, accident, or natural occurrences shall be replaced at Contractor's expense within twenty-four (24) hours of notification.
  - 5.2.1 The Contractor shall keep all machines and related equipment in working order at all times.
- 5.3 Machines shall be located within the specified locations at the direction of the Superintendent in charge of the facility.
  - 5.3.1 The Commission reserves the right to have the police or sheriff do detailed background checks of the employees servicing the account.
  - 5.3.2 Security considerations shall take priority in all areas of this project.
    - 5.3.1.2 The Commission reserves the right to refuse access to the Contractor's employees based on criminal history or security issues.
  - 5.3.2 Contractor will schedule all re-stocking, repairs and maintenance of the equipment in advance with the Superintendent of each facility.
    - 5.3.2.1 Adequate restocking is a great concern to the Commission to ensure that employees and the public are given full opportunity to purchase vending products.
    - 5.3.2.2 Restocking is a major concern, especially with shift changes in 24 hour operations. Explain how you will handle this.
  - 5.3.3 Proper cleaning and sanitizing of the machines is essential, particularly machines vending open liquids, such as coffee products.
    - 5.3.3.1 Contractor shall provide all vending services in strict compliance with all the ordinances of the City and Commission and laws of the State of Nebraska, as well as any local Health Department standards, now and hereafter in effect during the term of this agreement.

**6. COMMISSION PAYMENT REQUIREMENTS:** The Contractor shall maintain an accurate, verifiable recording and tracking system, acceptable to the Commission for substantiating commission payments.

- 6.1 The Contractor shall pay commission monthly on all completed transactions, based on *GROSS REVENUES*.
  - 6.1.1 *GROSS REVENUES:* Shall be defined as the total revenue earned from all sales of vending products, without any allowance or deduction for operational costs, taxes, equipment charges, or other fees, expenses, or payments to suppliers.
  - 6.1.2 Commission payments on gross revenues for the calendar month shall be paid monthly by the 15th of the month for the preceding calendar month; and any balance remaining unpaid upon termination of this agreement shall be paid within fifteen (15) days after date of such termination.
  - 6.1.3 A 10% per month late fee will be assessed by the Commission for payments not received by the 15th of the following month.

- 6.2 Contractor shall Guarantee an Annual Minimum Commission (GAMC) dollar amount which shall be clearly stated in his/her submitted proposal.
    - 6.2.1 For the purpose of calculation the time period used shall include the twelve (12) consecutive months immediately following the date the contract is ratified by the Public Building Commission, and the amount of commission paid shall be the sum of all monthly commission amounts earned and due the Commission during this time period whether or not Contractor has actually completed the payment to the Commission.
  - 6.3 The Commission percentage and the Guaranteed Annual Minimum Commission (GMAC) shall be firm and fixed for the duration of the contract period and any extensions thereof.
    - 6.3 The Public Building Commission shall not pay nor be liable for any costs.
  - 6.4 Payments shall be delivered to:
    - Public Building Commission
    - 920 "O" Street
    - Lincoln, NE 68508
    - c/o Mr. Don Killeen
    - 6.4.1 Monthly payments can be made as one lump sum covering all machines at all locations; however, such lump sum payments must be accompanied by a statement similar to "Attachment A", showing gross revenues at each location by type of sales.
    - 6.4.2 The calculation of the commission/GMAC shall be documented on the statement which accompanies the payment.
    - 6.4.3 The Commission reserves the right to inspect the financial records of the Successful Contractor, at any time throughout the term of the agreement for verification of compliance.
7. **AWARD CRITERIA:** The following criteria will be considered when evaluating and awarding this proposal request:
- 7.1 Proposer's proven ability to provide similar vending service programs.
  - 7.2 Variety of items listed in the Proposer's response.
  - 7.3 The Price charged for items offered.
  - 7.4 The percentage of commission offered to the Commission.
  - 7.5 Guaranteed annual minimum commission offered to the Commission.
8. **TRANSITION PLAN:**
- 8.1 Successful contractor must ensure smooth transition from current provider/s and work closely to schedule replacement of existing equipment to new systems in order to limit downtime.
  - 8.2 The vending units at the Justice and Law Enforcement Building and the County/City building are for sale by the present contractor.
    - 8.2.1 Any negotiations for said units are between proposer and the present contractor, the intent here is to advise you of the possibility for you to obtain some additional units to service the account.

9. **ASSIGNMENT AND CANCELLATION:** This agreement shall not be assigned by the Successful Contractor without express written permission of the Commission.
- 9.1 The Commission may terminate the contract for cause if the Contractor:
- 9.1.1 Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide complete vending service.
  - 9.1.2 Fails to make payments to the Commission for commissions or is continuously late with commission payments.
  - 9.1.3 Fails to make payments to suppliers or subcontractors for materials and/or labor in accordance with the respective agreements between the contractor and subcontractors.
  - 9.1.4 If the Contractor's or Subcontractor's employees commit a breach of facility security rules.
  - 9.1.5 Otherwise commits a substantial breach of any provision of the contract agreement.
- 9.2 By *mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than sixty (60) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
- 9.2.1 Upon such termination, the Contractor shall pay the Commission the full commission amount due as a result of all vending transactions properly completed using the equipment placed on Commission property, to the date of termination and not previously paid to the Commission.
10. **PROVIDE WITH YOUR RESPONSE:** Include with your response the following information:
- 10.1 Number of machines proposed at each location, specific contents of each machine (including brand names), the package weight, and all prices charged for each item sold.
  - 10.2 Any and all exceptions to the requirements, conditions, specifications, or other provisions of the RFP must be in writing and attached as an exhibit to your proposal response.
    - 10.2.1 Detail your exceptions and clarifications on your firms letterhead and clearly label as follows: "EXCEPTIONS & CLARIFICATIONS OF THE RFP REQUIREMENTS", attach a copy to each proposal response.

# INSURANCE CLAUSE

## FOR ALL COMMISSION CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Public Building Commission, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by Public Building Commission, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workmen's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Workmen's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Workmen's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. Public Liability Insurance

1. The Contractor shall maintain during the life of this contract, Public Liability Insurance, naming and protecting him and Public Building Commission against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

(a) Bodily Injury and Property Damage	\$1,000,000 Each Occurrence
(b) Personal Injury Damage	\$1,000,000 Each Occurrence
(c) Products Liability & Completed Operations	\$1,000,000 Each Occurrence
(d) Contractual Liability	\$1,000,000 Each Occurrence

2. Public Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- (a) The coverage shall be provided under a Commercial General Liability form of policy or similar thereto.
- (b) X.C.U. Coverage - If the contract requires any work procedures involving blasting, excavating, tunneling, or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
- (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- (d) Contractual Liability coverage shall be included.
- (e) Products Liability and/or Completed Operations coverage shall be included.
- (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	1,000,000 Combined Single Limit
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D. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by Public Building Commission.

A. Certificate of Insurance: All Certificates of Insurance shall be filed with Public Building Commission on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D and showing Public Building Commission is an additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide Public Building Commission thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.